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10 EXPERIAN INFORMATION SOLUTIONS,
11 INC.

12 UNITED STATES DISTRICT COURT
13 CENTRAL DISTRICT OF CALIFORNIA

14 CONSUMER FINANCIAL
15 PROTECTION BUREAU,

16 Plaintiff,

17 v.

18 EXPERIAN INFORMATION
19 SOLUTIONS, INC.,

20 Defendant.
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Case No. 8:25-cv-00024-MWC-DFM
[Assigned for All Purposes to Michelle
Williams Court - Courtroom 6A]

**DEFENDANT EXPERIAN
INFORMATION SOLUTIONS,
INC.'S AMENDED ANSWER TO
PLAINTIFF CONSUMER
FINANCIAL PROTECTION
BUREAU'S SECOND AMENDED
COMPLAINT**

Complaint Filed: 1/7/2025
SAC Filed: 8/28/25

COMES NOW Defendant Experian Information Solutions, Inc. (“Experian”), by and through its undersigned counsel, and answers Plaintiff Consumer Financial Protection Bureau’s (“Plaintiff”) Second Amended Complaint (the “Complaint”) as follows:

PRELIMINARY STATEMENT

1. In response to paragraph 1 of the Complaint, Experian admits that Plaintiff purports to bring this action under the Fair Credit Reporting Act (“FCRA”), and the Consumer Financial Protection Act of 2010 (“CFPA”). Experian further admits that Plaintiff alleges that Experian violated both the FCRA and CFPA in various ways. Experian denies that it violated the FCRA and CFPA. Except as specifically admitted, Experian states that it lacks knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

2. In response to paragraph 2 of the Complaint, Experian admits that it is a consumer reporting agency as defined by 15 U.S.C. §§ 1681a(f), 1681a(p), and, as such, issues consumer disclosures to consumers pursuant to 15 U.S.C. § 1681g and consumer reports as defined by 15 U.S.C. § 1681a(d) to third parties with a permissible purpose in exchange for financial compensation. Except as specifically admitted, Experian states that it lacks knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

3. In response to paragraph 3 of the Complaint, Experian admits that it is a consumer reporting agency as defined by 15 U.S.C. §§ 1681a(f), 1681a(p), and, as such, issues consumer reports as defined by 15 U.S.C. § 1681a(d) to third parties with a permissible purpose in exchange for financial compensation. Except as specifically admitted, Experian states that it lacks knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

1 4. In response to paragraph 4 of the Complaint, Experian admits that the
2 information contained in a consumer report is provided to Experian from data
3 furnishers, which include banks, credit card companies, and other sources. Except as
4 specifically admitted, Experian states that it lacks knowledge or information
5 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
6 generally and specifically, each and every allegation contained therein.

7 5. In response to paragraph 5 of the Complaint, Experian admits that the
8 allegations contained therein appear to set forth a portion of the FCRA. Experian
9 states that the FCRA speaks for itself and, on that basis, denies any allegations in
10 Paragraph 5 inconsistent therewith. Except as specifically admitted, Experian states
11 that it lacks knowledge or information sufficient to form a belief as to the truth of
12 these allegations and, on that basis, denies, generally and specifically, each and every
13 allegation contained therein.

14 6. In response to paragraph 6 of the Complaint, Experian admits that the
15 allegations contained therein appear to set forth a portion of the FCRA. Experian
16 states that the FCRA speaks for itself and, on that basis, denies any allegations in
17 Paragraph 6 inconsistent therewith.

18 7. In response to paragraph 7 of the Complaint, Experian admits that the
19 allegations contained therein appear to set forth a portion of the FCRA. Experian
20 states that the FCRA speaks for itself and, on that basis, denies any allegations in
21 Paragraph 7 inconsistent therewith.

22 8. In response to paragraph 8 of the Complaint, Experian denies, generally
23 and specifically, each and every allegation contained therein.

24 9. In response to paragraph 9 of the Complaint, Experian denies, generally
25 and specifically, each and every allegation contained therein.

26 10. In response to paragraph 10 of the Complaint, Experian denies,
27 generally and specifically, each and every allegation contained therein.
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1 11. In response to paragraph 11 of the Complaint, Experian denies,
2 generally and specifically, each and every allegation contained therein.

3 12. In response to paragraph 12 of the Complaint, Experian denies,
4 generally and specifically, each and every allegation contained therein.

5 13. In response to paragraph 13 of the Complaint, Experian denies,
6 generally and specifically, each and every allegation contained therein.

7 14. In response to paragraph 14 of the Complaint, Experian admits that
8 Plaintiff brings this action to impose civil penalties against Experian for alleged
9 violations of the FCRA and CFPA. Experian denies that it violated the FCRA and
10 CFPA. Except as specifically admitted, Experian states that it lacks knowledge or
11 information sufficient to form a belief as to the truth of these allegations and, on that
12 basis, denies, generally and specifically, each and every allegation contained therein.

13 **VENUE**

14 15. In response to paragraph 15 of the Complaint, Experian admits that it
15 conducts business in this district and has its North American Headquarters in Costa
16 Mesa, California. Experian further admits that Plaintiff has alleged venue in this
17 district is proper pursuant to 12 U.S.C. § 5564(f). Experian states that this is a legal
18 conclusion that is not subject to denial or admission. To the extent a further response
19 is required, Experian states that it lacks knowledge or information sufficient to form
20 a belief as to the truth of these allegations and, on that basis, denies, generally and
21 specifically, each and every allegation contained therein.

22 **PARTIES**

23 16. In response to paragraph 16 of the Complaint, Experian admits that
24 Plaintiff is an Executive Branch agency of the United States created by the CFPA
25 pursuant to 12 U.S.C. § 5491(a). Experian further admits that the Bureau alleges it
26 is authorized to initiate civil actions in federal district court to secure appropriate
27 relief for violations of Federal consumer financial law, including the FCRA and the
28 CFPA. Experian states that this is a legal conclusion that is not subject to denial or

1 admission. To the extent a further response is required, Experian is without
2 knowledge or information sufficient to form a belief as to the truth of the remaining
3 allegations contained therein and, on that basis, denies them.

4 17. In response to paragraph 17 of the Complaint, Experian admits that it is
5 a consumer reporting agency as defined by 15 U.S.C. § 1681a(f), 1681a(p). Experian
6 further admits that it is authorized to do and conducts business in the United States
7 and in this District and has its North American Headquarters in Costa Mesa,
8 California. Except as specifically admitted, Experian states that it lacks knowledge
9 or information sufficient to form a belief as to the truth of these allegations and, on
10 that basis, denies, generally and specifically, each and every allegation contained
11 therein.

12 18. In response to paragraph 18 of the Complaint, Experian admits that it is
13 a consumer reporting agency as defined by 15 U.S.C. §§ 1681a(f), 1681a(p) and, as
14 such, issues consumer reports as defined by 15 U.S.C. § 1681a(d) to third parties with
15 permissible purposes in exchange for financial compensation. Experian admits that
16 the Bureau has alleged that Experian offers “consumer financial products covered by
17 the CFPA.” Experian states that this is a legal conclusion that is not subject to denial
18 or admission. Except as specifically admitted, Experian states that it lacks knowledge
19 or information sufficient to form a belief as to the truth of these allegations and, on
20 that basis, denies, generally and specifically, each and every allegation contained
21 therein.

22 19. In response to paragraph 19 of the Complaint, admits that it is a
23 consumer reporting agency as defined by 15 U.S.C. §§ 1681a(f), and, as such, issues
24 consumer disclosures to consumers pursuant to 15 U.S.C. § 1681g and consumer
25 reports as defined by 15 U.S.C. § 1681a(d) to third parties with a permissible purpose
26 in exchange for financial compensation. Experian admits that the Bureau has alleged
27 Experian offers “consumer financial products covered by the CFPA.” Experian states
28 that this is a legal conclusion that is not subject to denial or admission. Except as

1 specifically admitted, Experian states that it lacks knowledge or information
2 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
3 generally and specifically, each and every allegation contained therein.

4 20. In response to paragraph 20 of the Complaint, Experian admits that the
5 Bureau has alleged that Experian is a “covered person” under the CFPA because it
6 engages in offering or providing a consumer financial product or service. Experian
7 states that this is a legal conclusion that is not subject to denial or admission. To the
8 extent a further response is required, Experian states that it lacks knowledge or
9 information sufficient to form a belief as to the truth of these allegations and, on that
10 basis, denies, generally and specifically, each and every allegation contained therein.

11 21. In response to paragraph 21 of the Complaint, Experian admits that it is
12 a consumer reporting agency as defined by 15 U.S.C. §§ 1681a(f), 1681a(p), and, as
13 such, issues consumer reports as defined by 15 U.S.C. § 1681a(d) to third parties in
14 exchange for financial compensation. Experian admits that it is subject to the FCRA.
15 Except as specifically admitted, Experian states that it lacks knowledge or
16 information sufficient to form a belief as to the truth of these allegations and, on that
17 basis, denies, generally and specifically, each and every allegation contained therein.

18 **BACKGROUND**

19 22. In response to paragraph 22 of the Complaint, Experian admits that the
20 FCRA imposes obligations on Experian. Experian further states that the FCRA
21 speaks for itself and, on that basis, denies any allegation in Paragraph 22 inconsistent
22 therewith.

23 23. In response to paragraph 23 of the Complaint, Experian admits that the
24 allegations contained therein appear to set forth a portion of the FCRA. Experian
25 states that the FCRA speaks for itself and, on that basis, denies any allegation in
26 Paragraph 23 inconsistent therewith.

27 24. In response to paragraph 24 of the Complaint, Experian admits that the
28 allegations contained therein appear to set forth a portion of the FCRA. Experian

1 states that the FCRA speaks for itself and, on that basis, denies any allegation in
2 Paragraph 24 inconsistent therewith.

3 25. In response to paragraph 25 of the Complaint, Experian admits that the
4 allegations contained therein appear to set forth a portion of the FCRA. Experian
5 states that the FCRA speaks for itself and, on that basis, denies any allegation in
6 Paragraph 25 inconsistent therewith.

7 26. In response to paragraph 26 of the Complaint, Experian admits that the
8 allegations contained therein appear to set forth a portion of the FCRA. Experian
9 states that the FCRA speaks for itself and, on that basis, denies any allegation in
10 Paragraph 26 inconsistent therewith.

11 27. In response to paragraph 27 of the Complaint, Experian admits that the
12 allegations contained therein appear to set forth a portion of the FCRA. Experian
13 states that the FCRA speaks for itself and, on that basis, denies any allegation in
14 Paragraph 27 inconsistent therewith.

15 **E-OSCAR AND THE ACDV PROCESS**

16 28. In response to paragraph 28 of the Complaint, Experian admits that the
17 credit reporting industry utilizes the e-OSCAR and Automated Credit Dispute
18 Verification form (“ACDV”) in connection with reinvestigating consumer disputes.
19 Except as specifically admitted, Experian states that it lacks knowledge or
20 information sufficient to form a belief as to the truth of these allegations and, on that
21 basis, denies, generally and specifically, each and every allegation contained therein.

22 29. In response to paragraph 29 of the Complaint, Experian admits that
23 allegations contained therein appear to set forth a portion of an ACDV used by
24 Experian and other consumer reporting agencies. Experian states that ACDVs speaks
25 for themselves and, on that basis, denies any allegation in Paragraph 29 inconsistent
26 therewith. Except as specifically admitted, Experian states that it lacks knowledge or
27 information sufficient to form a belief as to the truth of these allegations and, on that
28 basis, denies, generally and specifically, each and every allegation contained therein.

30. In response to paragraph 30 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of an Experian ACDV. Experian states that the ACDV form speaks for itself and, on that basis, denies any allegations in paragraph 30 inconsistent therewith.

31. In response to paragraph 31 of the Complaint, Experian admits that furnishers return ACDVs to Experian following the furnisher's completion of its investigation of the consumer's dispute. Except as specifically admitted, Experian states that it lacks knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

32. In response to paragraph 32 of the Complaint, Experian admits that it communicates with furnishers regarding reinvestigations of consumer disputes through ACDVs. Except as specifically admitted, Experian states that it lacks knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

FACTS

Experian Fails to Adequately Convey All Relevant Information to Furnishers

33. In response to paragraph 33 of the Complaint, Experian admits that consumers can submit disputes to Experian concerning information on their consumer reports via mail, phone, and online. Experian also admits that it processes over a million consumer disputes each month. Except as specifically admitted, Experian states that it lacks knowledge or information sufficient to form a belief as to the truth of these allegations and, on that basis, denies, generally and specifically, each and every allegation contained therein.

34. In response to paragraph 34 of the Complaint, Experian admits that consumers may submit documentation with their disputes and can submit such

1 documents via mail or electronically. Except as specifically admitted, Experian
2 states that it lacks knowledge or information sufficient to form a belief as to the truth
3 of these allegations and, on that basis, denies, generally and specifically, each and
4 every allegation contained therein

5 35. In response to paragraph 35 of the Complaint, Experian admits that its
6 dispute agents may internally process consumer based on documentation submitted
7 by the consumer in certain situations. Except as specifically admitted, Experian
8 states that it lacks knowledge or information sufficient to form a belief as to the truth
9 of these allegations and, on that basis, denies, generally and specifically, each and
10 every allegation contained therein.

11 36. In response to paragraph 36 of the Complaint, Experian admits that its
12 reinvestigation of consumer disputes often includes issuing an ACDV to furnishers
13 and attaching relevant consumer-submitted documentation to the ACDV. Except as
14 specifically admitted, Experian states that it lacks knowledge or information
15 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
16 generally and specifically, each and every allegation contained therein.

17 37. In response to paragraph 37 of the Complaint, Experian admits that
18 ACDVs contain a field for dispute codes, which are meant to identify the nature of
19 dispute to the furnisher. Except as specifically admitted, Experian states that it lacks
20 knowledge or information sufficient to form a belief as to the truth of these
21 allegations and, on that basis, denies, generally and specifically, each and every
22 allegation contained therein.

23 38. In response to paragraph 38 of the Complaint, Experian admits that it
24 selects dispute codes that accurately convey the nature of consumer disputes.
25 Experian denies, generally and specifically, each and every allegation contained in
26 the second sentence of Paragraph 38. Except as specifically admitted, Experian states
27 that it lacks knowledge or information sufficient to form a belief as to the truth of
28

1 these allegations and, on that basis, denies, generally and specifically, each and every
2 allegation contained therein.

3 39. In response to paragraph 39 of the Complaint, Experian admits that the
4 allegations contained therein describe the contents and layout of Experian's online
5 dispute center. Experian states that contents and layout in its online dispute center
6 speaks for itself and, on that basis, denies any allegations in paragraph 39 inconsistent
7 therewith. Except as specifically admitted, Experian states that it lacks knowledge or
8 information sufficient to form a belief as to the truth of these allegations and, on that
9 basis, denies, generally and specifically, each and every allegation contained therein.

10 40. In response to paragraph 40 of the Complaint, Experian admits that the
11 allegations contained therein describe the contents and layout of Experian's online
12 dispute center. Experian states that contents and layout its online dispute center
13 speaks for itself and, on that basis, denies any allegations in paragraph 40 inconsistent
14 therewith. Except as specifically admitted, Experian states that it lacks knowledge or
15 information sufficient to form a belief as to the truth of these allegations and, on that
16 basis, denies, generally and specifically, each and every allegation contained therein.

17 41. In response to paragraph 41 of the Complaint, Experian admits that it
18 presents consumers with fewer dispute codes in commonly understood terms, making
19 it easier for the average consumer to characterize and submit their dispute. Except as
20 specifically admitted, Experian states that it lacks knowledge or information
21 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
22 generally and specifically, each and every allegation contained therein.

23 42. In response to paragraph 42 of the Complaint, Experian denies,
24 generally and specifically, each and every allegation contained therein.

25 43. In response to paragraph 43 of the Complaint, Experian denies,
26 generally and specifically, each and every allegation contained therein.

27 44. In response to paragraph 44 of the Complaint, Experian denies,
28 generally and specifically, each and every allegation contained therein.

1 45. In response to paragraph 45 of the Complaint, Experian denies,
2 generally and specifically, each and every allegation contained therein.

3 46. In response to paragraph 46 of the Complaint, Experian denies,
4 generally and specifically, each and every allegation contained therein.

5 47. In response to paragraph 47 of the Complaint, Experian denies,
6 generally and specifically, each and every allegation contained therein.

7 48. In response to paragraph 48 of the Complaint, Experian denies,
8 generally and specifically, each and every allegation contained therein.

9 49. In response to paragraph 49 of the Complaint, Experian denies,
10 generally and specifically, each and every allegation contained therein.

11 50. In response to paragraph 50 of the Complaint, Experian denies,
12 generally and specifically, each and every allegation contained therein.

13 51. In response to paragraph 51 of the Complaint, Experian denies,
14 generally and specifically, each and every allegation contained therein.

15 **Experian Regularly Relies Exclusively on Furnishers' ACDV Responses**
16 **During its Reinvestigation Even When Presented with Information Suggesting**
17 **that the Furnisher is Unreliable**

18 52. In response to paragraph 52 of the Complaint, Experian denies,
19 generally and specifically, each and every allegation contained therein.

20 53. In response to paragraph 53 of the Complaint, Experian denies,
21 generally and specifically, each and every allegation contained therein.

22 54. In response to paragraph 54 of the Complaint, Experian denies,
23 generally and specifically, each and every allegation contained therein.

24 55. In response to paragraph 55 of the Complaint, Experian denies,
25 generally and specifically, each and every allegation contained therein.

26 56. In response to paragraph 56 of the Complaint, Experian denies,
27 generally and specifically, each and every allegation contained therein.
28

1 57. In response to paragraph 57 of the Complaint, Experian denies,
2 generally and specifically, each and every allegation contained therein.

3 58. In response to paragraph 58 of the Complaint, Experian denies,
4 generally and specifically, each and every allegation contained therein.

5 59. In response to paragraph 59 of the Complaint, Experian denies,
6 generally and specifically, each and every allegation contained therein.

7 60. In response to paragraph 60 of the Complaint, Experian denies,
8 generally and specifically, each and every allegation contained therein.

9 61. In response to paragraph 61 of the Complaint, Experian denies,
10 generally and specifically, each and every allegation contained therein.

11 62. In response to paragraph 62 of the Complaint, Experian denies,
12 generally and specifically, each and every allegation contained therein.

13 63. In response to paragraph 63 of the Complaint, Experian denies,
14 generally and specifically, each and every allegation contained therein.

15 64. In response to paragraph 64 of the Complaint, Experian denies,
16 generally and specifically, each and every allegation contained therein.

17 65. In response to paragraph 65 of the Complaint, Experian denies,
18 generally and specifically, each and every allegation contained therein.

19 66. In response to paragraph 66 of the Complaint, Experian denies,
20 generally and specifically, each and every allegation contained therein.

21 67. In response to paragraph 67 of the Complaint, Experian denies,
22 generally and specifically, each and every allegation contained therein.

23 68. In response to paragraph 68 of the Complaint, Experian denies,
24 generally and specifically, each and every allegation contained therein.

25 **Experian Fails to Inform Consumers of Reinvestigation Results**

26 69. In response to paragraph 69 of the Complaint, Experian admits that it
27 sends written “results letters” to customers to report the reinvestigation results. As
28

1 to the remaining allegations in paragraph 69, Experian denies, generally and
2 specifically, each and every allegation contained therein.

3 70. In response to paragraph 70 of the Complaint, Experian admits that the
4 allegations contained therein appear to set forth a portion of Experian's written
5 "results letter." Experian states that the results letter set forth speaks for itself and, on
6 that basis, denies any allegations in paragraph 70 inconsistent therewith. Except as
7 specifically admitted, Experian states that it lacks knowledge or information
8 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
9 generally and specifically, each and every allegation contained therein.

10 71. In response to paragraph 71 of the Complaint, Experian admits that the
11 allegations contained therein appear to set forth a portion of an Experian "results
12 letter." Experian states that the results letter set forth speaks for itself and, on that
13 basis, denies any allegations in paragraph 71 inconsistent therewith. Except as
14 specifically admitted, Experian states that it lacks knowledge or information
15 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
16 generally and specifically, each and every allegation contained therein.

17 72. In response to paragraph 72 of the Complaint, Experian admits that the
18 allegations contained therein appear to set forth a portion of Experian's written
19 "results letter." Experian states that the results letter set forth speaks for itself and, on
20 that basis, denies any allegations in paragraph 72 inconsistent therewith. Except as
21 specifically admitted, Experian states that it lacks knowledge or information
22 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
23 generally and specifically, each and every allegation contained therein.

24 73. In response to paragraph 73 of the Complaint, Experian admits that the
25 allegations contained therein appear to set forth a portion of Experian's written
26 "results letter." Experian states that the results letter set forth speaks for itself and, on
27 that basis, denies any allegations in paragraph 73 inconsistent therewith. Except as
28 specifically admitted, Experian states that it lacks knowledge or information

1 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
2 generally and specifically, each and every allegation contained therein.

3 74. In response to paragraph 74 of the Complaint, Experian admits that the
4 allegations contained therein appear to set forth a portion of an Experian “results
5 letter.” Experian states that the results letter set forth speaks for itself and, on that
6 basis, denies any allegations in paragraph 74 inconsistent therewith. Except as
7 specifically admitted, Experian states that it lacks knowledge or information
8 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
9 generally and specifically, each and every allegation contained therein.

10 75. In response to paragraph 75 of the Complaint, Experian denies,
11 generally and specifically, each and every allegation contained therein.

12 76. In response to paragraph 76 of the Complaint, Experian admits that the
13 allegations contained therein appear to set forth a portion of certain Experian written
14 “results letters.” Experian states that these results letters set forth speaks for
15 themselves and, on that basis, denies any allegations in paragraph 76 inconsistent
16 therewith. Except as specifically admitted, Experian states that it lacks knowledge or
17 information sufficient to form a belief as to the truth of these allegations and, on that
18 basis, denies, generally and specifically, each and every allegation contained therein.

19 77. In response to paragraph 77 of the Complaint, Experian admits that the
20 allegations contained therein appear to set forth a portion of certain Experian written
21 “results letters.” Experian states that these results letters set forth speaks for
22 themselves and, on that basis, denies any allegations in paragraph 77 inconsistent
23 therewith. Except as specifically admitted, Experian states that it lacks knowledge or
24 information sufficient to form a belief as to the truth of these allegations and, on that
25 basis, denies, generally and specifically, each and every allegation contained therein.

26 78. In response to paragraph 78 of the Complaint, Experian admits that the
27 allegations contained therein appear to set forth a portion of certain Experian written
28 “results letters.” Experian states that these results letters set forth speaks for

1 themselves and, on that basis, denies any allegations in paragraph 78 inconsistent
2 therewith. Except as specifically admitted, Experian states that it lacks knowledge or
3 information sufficient to form a belief as to the truth of these allegations and, on that
4 basis, denies, generally and specifically, each and every allegation contained therein.

5 79. In response to paragraph 79 of the Complaint, Experian admits that the
6 allegations contained therein appear to set forth a portion of an Experian “results
7 letter.” Experian states that the results letter set forth speaks for itself and, on that
8 basis, denies any allegations in paragraph 79 inconsistent therewith. Except as
9 specifically admitted, Experian states that it lacks knowledge or information
10 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
11 generally and specifically, each and every allegation contained therein.

12 80. In response to paragraph 80 of the Complaint, Experian denies,
13 generally and specifically, each and every allegation contained therein.

14 81. In response to paragraph 81 of the Complaint, Experian admits that the
15 allegations contained therein appear to set forth a portion of certain Experian written
16 “results letters.” Experian states that these results letters set forth speaks for
17 themselves and, on that basis, denies any allegations in paragraph 81 inconsistent
18 therewith. Except as specifically admitted, Experian states that it lacks knowledge or
19 information sufficient to form a belief as to the truth of these allegations and, on that
20 basis, denies, generally and specifically, each and every allegation contained therein.

21 82. In response to paragraph 82 of the Complaint, Experian admits that the
22 allegations contained therein appear to set forth a portion of an Experian “results
23 letter.” Experian states that the results letter set forth speaks for itself and, on that
24 basis, denies any allegations in paragraph 82 inconsistent therewith. Except as
25 specifically admitted, Experian states that it lacks knowledge or information
26 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
27 generally and specifically, each and every allegation contained therein.

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1 83. In response to paragraph 83 of the Complaint, Experian denies,
2 generally and specifically, each and every allegation contained therein.

3 84. In response to paragraph 84 of the Complaint, Experian admits that the
4 allegations contained therein appear to set forth a portion of certain Experian written
5 “results letters.” Experian states that these results letters set forth speaks for
6 themselves and, on that basis, denies any allegations in paragraph 84 inconsistent
7 therewith. Except as specifically admitted, Experian states that it lacks knowledge or
8 information sufficient to form a belief as to the truth of these allegations and, on that
9 basis, denies, generally and specifically, each and every allegation contained therein.

10 85. In response to paragraph 85 of the Complaint, Experian admits that the
11 allegations contained therein appear to set forth a portion of an Experian “results
12 letter.” Experian states that the results letter set forth speaks for itself and, on that
13 basis, denies any allegations in paragraph 85 inconsistent therewith. Except as
14 specifically admitted, Experian states that it lacks knowledge or information
15 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
16 generally and specifically, each and every allegation contained therein.

17 86. In response to paragraph 86 of the Complaint, Experian denies,
18 generally and specifically, each and every allegation contained therein.

19 **Experian Fails to Prevent New Furnishers From Reinserting Information**
20 **Deleted as the Result of a Dispute**

21 87. In response to paragraph 87 of the Complaint, Experian admits that the
22 allegations contained therein appear to set forth a portion of the FCRA. Experian
23 states that the FCRA speaks for itself and, on that basis, denies any allegation in
24 Paragraph 87 inconsistent therewith.

25 88. In response to paragraph 88 of the Complaint, Experian admits that the
26 allegations contained therein appear to set forth a portion of the FCRA. Experian
27 states that the FCRA speaks for itself and, on that basis, denies any allegation in
28 Paragraph 88 inconsistent therewith.

1 89. In response to paragraph 89 of the Complaint, Experian denies,
2 generally and specifically, each and every allegation contained therein.

3 90. In response to paragraph 90 of the Complaint, Experian denies,
4 generally and specifically, each and every allegation contained therein.

5 91. In response to paragraph 91 of the Complaint, Experian denies,
6 generally and specifically, each and every allegation contained therein.

7 92. In response to paragraph 92 of the Complaint, Experian denies,
8 generally and specifically, each and every allegation contained therein.

9 93. In response to paragraph 93 of the Complaint, Experian denies,
10 generally and specifically, each and every allegation contained therein.

11 94. In response to paragraph 94 of the Complaint, Experian denies,
12 generally and specifically, each and every allegation contained therein.

13 **Experian Refuses to Reinvestigate Certain Disputes Entirely**

14 95. In response to paragraph 95 of the Complaint, Experian denies,
15 generally and specifically, each and every allegation contained therein.

16 96. In response to paragraph 96 of the Complaint, Experian admits that the
17 allegations contained therein generally describe a “hard inquiry.” Except as
18 specifically admitted, Experian states that it lacks knowledge or information
19 sufficient to form a belief as to the truth of these allegations and, on that basis, denies,
20 generally and specifically, each and every allegation contained therein.

21 97. In response to paragraph 97 of the Complaint, Experian admits that
22 consumers dispute hard inquiries by claiming that there was no permissible purpose.
23 Except as specifically admitted, Experian states that it lacks knowledge or
24 information sufficient to form a belief as to the truth of these allegations and, on that
25 basis, denies, generally and specifically, each and every allegation contained therein.

26 98. In response to paragraph 98 of the Complaint, Experian admits that it
27 conducts reinvestigations of consumer disputes of hard inquiries based on fraud and
28

1 identity theft. Except as specifically admitted, Experian denies, generally and
2 specifically, each and every allegation in paragraph 98.

3 99. In response to paragraph 99 of the Complaint, Experian admits that it
4 conducts reinvestigations of consumer disputes of hard inquiries in accordance with
5 its obligations under the FCRA and that it informs consumers about hard inquiries.
6 Except as specifically admitted, Experian denies, generally and specifically, each and
7 every allegation contained in paragraph 99.

8 100. In response to paragraph 100 of the Complaint, Experian denies,
9 generally and specifically, each and every allegation contained therein.

10 **Experian's Problematic Dispute Resolution Processes Resulted in Experian**
11 **Failing to Initiate Reinvestigations into Certain Disputes and Caused Other**
12 **Errors in Consumers' Files**

13 *Experian's Failures Caused at Least Three Types of Problems for Consumers*
14 *During Discrete Time Periods*

15 101. In response to paragraph 101 of the Complaint, Experian denies,
16 generally and specifically, each and every allegation contained therein.

17 102. In response to paragraph 102 of the Complaint, Experian admits that it
18 did not forward certain disputes, most of which occurred during the COVID-19
19 pandemic, within 5 days of receiving the disputes. Except as specifically admitted,
20 Experian denies, generally and specifically, each and every allegation contained in
21 paragraph 102.

22 103. In response to paragraph 103 of the Complaint, Experian admits that it
23 complied with the FCRA by deleting disputed tradelines that were not reinvestigated
24 in 30 days and then reinserted some of those deleted tradelines where the
25 requirements of the FCRA for reinsertions were followed. Except as specifically
26 admitted, Experian denies, generally and specifically, each and every allegation
27 contained in paragraph 103.
28

1 104. In response to paragraph 104 of the Complaint, Experian admits that a
2 system glitch prevented certain furnishers from removing a joint user from certain
3 accounts.

4 105. In response to paragraph 105 of the Complaint, Experian denies,
5 generally and specifically, each and every allegation contained therein.

6 106. In response to paragraph 106 of the Complaint, Experian denies,
7 generally and specifically, each and every allegation contained therein.

8 *The Discrete Claims are Timely*

9 107. In response to paragraph 107 of the Complaint, Experian denies,
10 generally and specifically, each and every allegation contained therein.

11 108. In response to paragraph 108 of the Complaint, Experian admits that
12 Plaintiff issued a Civil Investigation Demand to Experian Holdings, Inc. on October
13 29, 2021.

14 109. In response to paragraph 109 of the Complaint, Experian admits that the
15 allegations contained therein appear to set forth a portion of communications made
16 on November 19, 2021 and January 6, 2022 between counsel for “Experian” and
17 Plaintiff. Experian states that the communications speak for themselves and, on that
18 basis, denies any allegation in Paragraph 109 inconsistent therewith. Except as
19 specifically admitted, Experian denies, generally and specifically, each and every
20 allegation contained in paragraph 109.

21 110. In response to paragraph 110 of the Complaint, Experian admits that
22 Plaintiff modified the definition of “Company” in certain CIDs to Experian Holdings
23 Inc. As to the remaining allegations in Paragraph 110, Experian denies, generally and
24 specifically, each and every allegation contained therein.

25 111. In response to paragraph 111 of the Complaint, Experian admits that
26 counsel for the parties executed the First Tolling Agreement on January 27 and 28,
27 2022. Experian further admits that the First Tolling Agreement named Plaintiff,
28 Experian Holdings, Inc., and Experian Information Solutions as parties. Except as

1 specifically admitted, Experian denies, generally and specifically, each and every
2 allegation contained in paragraph 111.

3 112. In response to paragraph 112 of the Complaint, Experian admits that the
4 Bureau served eight additional CIDs to Experian.

5 113. In response to paragraph 113 of the Complaint, Experian admits that it
6 requested extensions of time to respond to Plaintiff's CIDs.

7 114. In response to paragraph 114 of the Complaint, Experian admits that the
8 allegations contained therein appear to set forth a portion of communications made
9 between Plaintiff and Experian. Experian states that the communications speak for
10 themselves and, on that basis, denies any allegation in Paragraph 114 inconsistent
11 therewith. Except as specifically admitted, Experian denies, generally and
12 specifically, each and every allegation contained in paragraph 114.

13 115. In response to paragraph 115 of the Complaint, Experian admits that the
14 allegations contained therein appear to set forth a portion of two additional tolling
15 agreements (the "Second Tolling Agreement" and "Third Tolling Agreement")
16 between Plaintiff and Experian Holdings. Experian states that these agreements speak
17 for themselves and, on that basis, denies any allegation in Paragraph 115 inconsistent
18 therewith. Except as specifically admitted, Experian denies, generally and
19 specifically, each and every allegation contained in paragraph 115.

20 116. In response to paragraph 116 of the Complaint, Experian admits that the
21 Second and Third Tolling agreements named only Plaintiff and Holdings as parties.

22 117. In response to paragraph 117 of the Complaint, Experian admits that the
23 allegations contained therein appear to set forth a portion of written communications
24 made by counsel for Experian on August 24, 2023 to Plaintiff. Experian states that
25 the communications speak for themselves and, on that basis, denies any allegation in
26 Paragraph 117 inconsistent therewith. Except as specifically admitted, Experian
27 denies, generally and specifically, each and every allegation contained in paragraph
28 117.

1 118. In response to paragraph 118 of the Complaint, Experian admits the
2 allegations contained therein.

3 119. In response to paragraph 119 of the Complaint, Experian admits that the
4 allegations contained therein appear to set forth a portion of communications made
5 by Plaintiff on July 23, 2024 to Experian. Experian states that the communications
6 speak for themselves and, on that basis, denies any allegation in Paragraph 119
7 inconsistent therewith. Except as specifically admitted, Experian denies, generally
8 and specifically, each and every allegation contained in paragraph 119.

9 120. In response to paragraph 120 of the Complaint, Experian admits that the
10 allegations contained therein appear to set forth a portion of another tolling agreement
11 (the “Fourth Tolling Agreement”) between Plaintiff and Experian Holdings.
12 Experian states that the Fourth Tolling Agreement speaks for itself and, on that basis,
13 denies any allegation in Paragraph 120 inconsistent therewith. Except as specifically
14 admitted, Experian denies, generally and specifically, each and every allegation
15 contained in paragraph 120.

16 121. In response to paragraph 121 of the Complaint, Experian admits that the
17 allegations contained therein appear to set forth a portion of communications made
18 between Experian and Plaintiff. Experian states that the communications speak for
19 themselves and, on that basis, denies any allegation in Paragraph 121 inconsistent
20 therewith. Except as specifically admitted, Experian denies, generally and
21 specifically, each and every allegation contained in paragraph 121.

22 122. In response to paragraph 122 of the Complaint, Experian denies,
23 generally and specifically, each and every allegation contained therein.

24 123. In response to paragraph 123 of the Complaint, Experian admits that the
25 allegations contained therein appear to set forth a portion of the Fourth Tolling
26 Agreement. Experian states that the Fourth Tolling Agreement speaks for itself and,
27 on that basis, denies any allegation in Paragraph 123 inconsistent therewith.
28

1 124. In response to paragraph 124 of the Complaint, Experian denies,
2 generally and specifically, each and every allegation contained therein.

3 **FCRA VIOLATIONS**

4 **COUNT I**

5 **Failure to Conduct a Reasonable Reinvestigation and Failure to Provide**
6 **Furnishers with All Relevant Information in Violation of the FCRA, 15 U.S.C.**
7 **§ 1681i(a)(1)(A), (2)**

8 125. In response to paragraph 125 of the Complaint, Experian repeats,
9 realleges, and incorporates by reference Paragraphs 1 through 125 above as if fully
10 set forth herein.

11 126. In response to paragraph 126 of the Complaint, Experian admits that the
12 allegations contained therein appear to set forth a portion of the FCRA. Experian
13 states that the FCRA speaks for itself and, on that basis, denies any allegations in
14 Paragraph 126 inconsistent therewith.

15 127. In response to paragraph 127 of the Complaint, Experian denies,
16 generally and specifically, each and every allegation contained therein.

17 128. In response to paragraph 128 of the Complaint, Experian denies,
18 generally and specifically, each and every allegation contained therein.

19 129. In response to paragraph 129 of the Complaint, Experian denies,
20 generally and specifically, each and every allegation contained therein.

21 130. In response to paragraph 130 of the Complaint, Experian admits that
22 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
23 specifically admitted, Experian denies, generally and specifically, each and every
24 allegation contained in paragraph 130.

COUNT II

**Failure to Conduct a Reasonable Reinvestigation by Exclusively Relying on a
Furnisher's ACDV Response in Violation of the FCRA, 15 U.S.C. §
1681i(a)(1)(A)**

131. In response to paragraph 131 of the Complaint, Experian repeats, realleges, and incorporates by reference Paragraphs 1 through 130 above as if fully set forth herein.

132. In response to paragraph 132 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the FCRA. Experian states that the FCRA speaks for itself and, on that basis, denies any allegations in Paragraph 132 inconsistent therewith.

133. In response to paragraph 133 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

134. In response to paragraph 134 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

135. In response to paragraph 135 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

136. In response to paragraph 136 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

137. In response to paragraph 137 of the Complaint, Experian admits that Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as specifically admitted, Experian denies, generally and specifically, each and every allegation contained in paragraph 137.

COUNT III

**Failure to Provide Notice of the Results of the Reinvestigation in Violation of
the FCRA, 15 U.S.C. § 1681i(a)(6)(A)**

138. In response to paragraph 138 of the Complaint, Experian repeats, realleges, and incorporates by reference Paragraphs 1 through 137 above as if fully set forth herein.

1 139. In response to paragraph 139 of the Complaint, Experian admits that the
2 allegations contained therein appear to set forth a portion of the FCRA. Experian
3 states that the FCRA speaks for itself and, on that basis, denies any allegations in
4 Paragraph 139 inconsistent therewith.

5 140. In response to paragraph 140 of the Complaint, Experian denies,
6 generally and specifically, each and every allegation contained therein.

7 141. In response to paragraph 141 of the Complaint, Experian denies,
8 generally and specifically, each and every allegation contained therein.

9 142. In response to paragraph 142 of the Complaint, Experian admits that
10 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
11 specifically admitted, Experian denies, generally and specifically, each and every
12 allegation contained in paragraph 142.

13 **COUNT IV**

14 **Failure to Reinvestigate Disputes About Hard Inquiries in Violation of the** 15 **FCRA, 15 U.S.C. § 1681i(a)(1)(A), (2)**

16 143. In response to paragraph 143 of the Complaint, Experian repeats,
17 realleges, and incorporates by reference Paragraphs 1 through 142 above as if fully
18 set forth herein.

19 144. In response to paragraph 144 of the Complaint, Experian admits that the
20 allegations contained therein appear to set forth a portion of the FCRA. Experian
21 states that the FCRA speaks for itself and, on that basis, denies any allegations in
22 Paragraph 144 inconsistent therewith.

23 145. In response to paragraph 145 of the Complaint, Experian admits that the
24 allegations contained therein appear to set forth a portion of the FCRA. Experian
25 states that the FCRA speaks for itself and, on that basis, denies any allegations in
26 Paragraph 145 inconsistent therewith.

27 146. In response to paragraph 146 of the Complaint, Experian denies,
28 generally and specifically, each and every allegation contained therein.

1 147. In response to paragraph 147 of the Complaint, Experian denies,
2 generally and specifically, each and every allegation contained therein.

3 148. In response to paragraph 148 of the Complaint, Experian denies,
4 generally and specifically, each and every allegation contained therein.

5 149. In response to paragraph 149 of the Complaint, Experian admits that
6 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
7 specifically admitted, Experian denies, generally and specifically, each and every
8 allegation contained in paragraph 149.

9 **COUNT V**

10 **Failure to Forward Disputes in Violation of the FCRA, 15 U.S.C. §**
11 **1681i(a)(2)(A)**

12 150. In response to paragraph 150 of the Complaint, Experian repeats,
13 realleges, and incorporates by reference Paragraphs 1 through 149 above as if fully
14 set forth herein.

15 151. In response to paragraph 151 of the Complaint, Experian admits that the
16 allegations contained therein appear to set forth a portion of the FCRA. Experian
17 states that the FCRA speaks for itself and, on that basis, denies any allegations in
18 Paragraph 151 inconsistent therewith.

19 152. In response to paragraph 152 of the Complaint, Experian admits that it
20 did not forward certain disputes, most of which arose during the COVID-19
21 pandemic, within 5 days of receiving the dispute.

22 153. In response to paragraph 153 of the Complaint, Experian denies,
23 generally and specifically, each and every allegation contained therein.

24 154. In response to paragraph 154 of the Complaint, Experian admits that
25 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
26 specifically admitted, Experian denies, generally and specifically, each and every
27 allegation contained in paragraph 119.

COUNT VI

**Deleting Tradelines Without an Investigation in Violation of the FCRA, 15
U.S.C. § 1681i(a)(1)(A)**

155. In response to paragraph 155 of the Complaint, Experian repeats, realleges, and incorporates by reference Paragraphs 1 through 154 above as if fully set forth herein.

156. In response to paragraph 156 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the FCRA. Experian states that the FCRA speaks for itself and, on that basis, denies any allegations in Paragraph 156 inconsistent therewith.

157. In response to paragraph 157 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

158. In response to paragraph 158 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

159. In response to paragraph 159 of the Complaint, Experian admits that Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as specifically admitted, Experian denies, generally and specifically, each and every allegation contained in paragraph 159.

COUNT VII

**Failure to Delete Inaccurate, Incomplete, or Unverified Information in
Violation of the FCRA, 15 U.S.C. § 1681i(a)(5)(A)**

160. In response to paragraph 160 of the Complaint, Experian repeats, realleges, and incorporates by reference Paragraphs 1 through 159 above as if fully set forth herein.

161. In response to paragraph 161 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the FCRA. Experian states that the FCRA speaks for itself and, on that basis, denies any allegations in Paragraph 161 inconsistent therewith.

1 162. In response to paragraph 162 of the Complaint, Experian admits that a
2 system glitch prevented certain furnishers from removing a joint user from certain
3 accounts. Except as specifically admitted, Experian denies, generally and
4 specifically, each and every allegation contained in paragraph 162.

5 163. In response to paragraph 163 of the Complaint, Experian denies,
6 generally and specifically, each and every allegation contained therein.

7 164. In response to paragraph 164 of the Complaint, Experian admits that
8 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
9 specifically admitted, Experian denies, generally and specifically, each and every
10 allegation contained in paragraph 164.

11 **COUNT VIII**

12 **Failure to Maintain Reasonable Procedures Designed to Prevent Reinsertion**
13 **and Unlawful Reinsertion of Previously Deleted Information in Violation of**
14 **the FCRA, 15 U.S.C. § 1681i(a)(5)(B), (C)**

15 165. In response to paragraph 165 of the Complaint, Experian repeats,
16 realleges, and incorporates by reference Paragraphs 1 through 164 above as if fully
17 set forth herein.

18 166. In response to paragraph 166 of the Complaint, Experian admits that the
19 allegations contained therein appear to set forth a portion of the FCRA. Experian
20 states that the FCRA speaks for itself and, on that basis, denies any allegations in
21 Paragraph 166 inconsistent therewith.

22 167. In response to paragraph 167 of the Complaint, Experian admits that the
23 allegations contained therein appear to set forth a portion of the FCRA. Experian
24 states that the FCRA speaks for itself and, on that basis, denies any allegations in
25 Paragraph 167 inconsistent therewith.

26 168. In response to paragraph 168 of the Complaint, Experian denies,
27 generally and specifically, each and every allegation contained therein.
28

1 169. In response to paragraph 169 of the Complaint, Experian denies,
2 generally and specifically, each and every allegation contained therein.

3 170. In response to paragraph 170 of the Complaint, Experian denies,
4 generally and specifically, each and every allegation contained therein.

5 171. In response to paragraph 171 of the Complaint, Experian denies,
6 generally and specifically, each and every allegation contained therein.

7 172. In response to paragraph 172 of the Complaint, Experian admits that
8 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
9 specifically admitted, Experian denies, generally and specifically, each and every
10 allegation contained in paragraph 172.

11 COUNT IX

12 **Failure to Implement and Follow Reasonable Procedures to Assure Maximum** 13 **Possible Accuracy in Violation of the FCRA, 15 U.S.C. § 1681e(b)**

14 173. In response to paragraph 173 of the Complaint, Experian repeats,
15 realleges, and incorporates by reference Paragraphs 1 through 172 above as fully set
16 forth herein.

17 174. In response to paragraph 174 of the Complaint, Experian admits that the
18 allegations contained therein appear to set forth a portion of the FCRA. Experian
19 states that the FCRA speaks for itself and, on that basis, denies any allegations in
20 Paragraph 174 inconsistent therewith.

21 175. In response to paragraph 175 of the Complaint, Experian denies,
22 generally and specifically, each and every allegation contained therein.

23 176. In response to paragraph 176 of the Complaint, Experian denies,
24 generally and specifically, each and every allegation contained therein.

25 177. In response to paragraph 177 of the Complaint, Experian admits that
26 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
27 specifically admitted, Experian denies, generally and specifically, each and every
28 allegation contained in paragraph 177.

CFPA VIOLATIONS

178. In response to paragraph 178 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the CFPA. Experian states that the CFPA speaks for itself and, on that basis, denies any allegations in Paragraph 178 inconsistent therewith.

179. In response to paragraph 179 of the Complaint, Experian admits that the allegations contained therein appear to set forth a portion of the CFPA. Experian states that the CFPA speaks for itself and, on that basis, denies any allegations in Paragraph 179 inconsistent therewith.

COUNT X

**Unfair Acts or Practices: Excessive and Unreasonable Reliance on a
Furnisher's ACDV Response**

180. In response to paragraph 180 of the Complaint, Experian repeats, realleges, and incorporates by reference Paragraphs 1 through 179 above as if fully set forth herein.

181. In response to paragraph 181 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

182. In response to paragraph 182 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

183. In response to paragraph 183 of the Complaint, Experian denies, generally and specifically, each and every allegation contained therein.

184. In response to paragraph 184 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation contained therein.

185. In response to paragraph 185 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations

1 contained therein and, on that basis, denies, generally and specifically, each and every
2 allegation contained therein.

3 186. In response to paragraph 186 of the Complaint, Experian denies,
4 generally and specifically, each and every allegation contained therein.

5 187. In response to paragraph 187 of the Complaint, Experian admits that
6 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
7 specifically admitted, Experian denies, generally and specifically, each and every
8 allegation contained in paragraph 187.

9 **COUNT XI**

10 **Unfair Acts or Practices: Failing to Prevent Improper Tradeline Reinsertions**

11 188. In response to paragraph 188 of the Complaint, Experian repeats,
12 realleges, and incorporates by reference Paragraphs 1 through 187 above as if fully
13 set forth herein.

14 189. In response to paragraph 189 of the Complaint, Experian denies,
15 generally and specifically, each and every allegation contained therein.

16 190. In response to paragraph 190 of the Complaint, Experian denies,
17 generally and specifically, each and every allegation contained therein.

18 191. In response to paragraph 191 of the Complaint, Experian is without
19 knowledge or information sufficient to form a belief as to the truth of the allegations
20 contained therein and, on that basis, denies, generally and specifically, each and every
21 allegation contained therein.

22 192. In response to paragraph 192 of the Complaint, Experian is without
23 knowledge or information sufficient to form a belief as to the truth of the allegations
24 contained therein and, on that basis, denies, generally and specifically, each and every
25 allegation contained therein.

26 193. In response to paragraph 193 of the Complaint, Experian denies,
27 generally and specifically, each and every allegation contained therein.
28

1 194. In response to paragraph 194 of the Complaint, Experian admits that
2 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
3 specifically admitted, Experian denies, generally and specifically, each and every
4 allegation contained in paragraph 194.

5 **COUNT XII**

6 **Violations of the CFPA Arising From FCRA Violations**

7 195. In response to paragraph 195 of the Complaint, Experian repeats,
8 realleges, and incorporates by reference Paragraphs 1 through 194 above as if fully
9 set forth herein.

10 196. In response to paragraph 196 of the Complaint, Experian admits that the
11 allegations contained therein appear to set forth a portion of the CFPA. Experian
12 states that the CFPA speaks for itself and, on that basis, denies any allegations in
13 Paragraph 196 inconsistent therewith.

14 197. In response to paragraph 197 of the Complaint, Experian admits that
15 Plaintiff alleges that the FCRA is an "enumerated consumer law" and therefore a
16 "Federal consumer financial law." Experian states that this is a legal conclusion that
17 is not subject to denial or admission. To the extent a further response is required,
18 Experian is without knowledge or information sufficient to form a belief as to the
19 truth of the remaining allegations contained therein and, on that basis, denies them

20 198. In response to paragraph 198 of the Complaint, Experian denies,
21 generally and specifically, each and every allegation contained therein.

22 199. In response to paragraph 199 of the Complaint, Experian admits that
23 Plaintiff alleges that this claim arises from the Bureau's Investigation. Except as
24 specifically admitted, Experian denies, generally and specifically, each and every
25 allegation contained in paragraph 199.
26
27
28

RESPONSE TO PRAYER FOR RELIEF

200. In response to paragraph 200 of the Complaint, Experian denies that Plaintiff is entitled to any damages or other relief against Experian.

JURY DEMAND

Experian demands a jury trial on all claims and issues.

AFFIRMATIVE DEFENSES

In further response to Plaintiff's Complaint, Experian hereby asserts the following affirmative defenses, without conceding that it bears the burden of persuasion as to any of them.

FIRST AFFIRMATIVE DEFENSE

(STATUTE OF LIMITATIONS)

Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitations because they seek relief based on alleged violations or harms that occurred outside of the applicable limitations periods. The Discrete Violations (Counts V, VI, and VII) are time barred because they occurred between January 2018 and October 2021—more than three years after Plaintiff discovered the violations—and the claims were not tolled by any agreement between the parties. The Ongoing Violations (Counts I-IV, VIII-XII) are time-barred to the extent they are based on Experian's conduct that occurred more than three years prior to the filing of the Complaint.

SECOND AFFIRMATIVE DEFENSE

(FAILURE TO GIVE FAIR NOTICE)

Plaintiff's claims are barred, in whole or in part, on the grounds that Experian did not have fair notice that its alleged conduct violated the FCRA or CFPA.

Plaintiff consistently supervised Experian for more than a decade regarding its compliance with the FCRA, including Experian's policies, procedures, systems, and practices related to processing consumer disputes. But Plaintiff never informed Experian during its supervision that its dispute handling policies, procedures, systems, and practices ran afoul of the FCRA.

1 For instance, Plaintiff never took issue with Experian's reliance on the ACDV
2 process. It never even raised the issue during its supervision exam in 2021. Instead,
3 Plaintiff appeared to adopt the opposite view, taking issue with instances in which
4 Experian deviated from the furnisher's ACDV response. In fact, only a few years
5 ago, Plaintiff praised Experian's use of "automated protocols" for "reduc[ing] the
6 cost and time to transmit relevant [dispute] information."¹ Experian took Plaintiff's
7 guidance quite seriously and crafted its policies accordingly.

8 In bringing this action, Plaintiff suddenly shifted course and now deems this
9 practice in violation of the FCRA and CFPA. Plaintiff's unilateral determination is
10 particularly troublesome here because courts have repeatedly rejected Plaintiff's
11 view that Experian must follow up with furnishers or scour bankruptcy dockets.²
12 Accordingly, Experian could not possibly have had fair notice that its reliance on the
13 ACDV process violated the FCRA and CFPA.

14 The same holds true for the Bureau's other claims. As with Experian's reliance
15 on the ACDV process, the Bureau has never taken issue with reporting previously
16 deleted accounts from a subsequent furnisher. Nor has any court mandated that
17 Experian must implement procedures to detect such accounts. And nothing under the
18 FCRA addresses that issue. To the contrary, the FCRA requires only that CRAs
19 implement procedures regarding the reinsertion of deleted accounts by the *same*
20 *furnisher*.³ There is likewise no statutory, regulatory, or legal authority requiring
21 Experian to code disputes in a certain way. Nor is there any requirement that Experian
22 present consumers with the ability to code their disputes in the same granular way in
23

24 ¹ Consumer Financial Protection Circular 2022-07, *Reasonable investigation of consumer reporting*
25 *disputes*, at *5 (Nov. 10, 2022).

26 ² *Childress v. Experian Info. Sols., Inc.*, 790 F.3d 745, 747 (7th Cir. 2015); *Cristobal v. Equifax,*
27 *Inc.*, 2017 WL 1489274, at *3 n.4 (N.D. Cal. Apr. 26, 2017); *Messano v. Experian Info. Sols., Inc.*, 251 F.
28 Supp. 3d 1309, 1315 (N.D. Cal. 2017) ("Moreover, imposing a duty on CRAs to ascertain the 'true' nature
or amount of a post-confirmation but pre-discharge debt, and to resolve potentially complex legal disputes
about what is or is not owed under the bankruptcy plan, goes well beyond what the FCRA requires.").

³ See 15 U.S.C. § 1681i(a)(5)(B).

1 which dispute agents do. In fact, Experian is not even required to host the Online
2 Dispute Center under the FCRA. Thus, it could not have possibly had fair notice that
3 its voluntary, online dispute system, designed to be easily understandable to
4 consumers, could constitute an unfair practice simply because of the dispute codes
5 provided to consumers.

6 Because a fundamental requirement of due process is that litigants receive fair
7 notice of what conduct is forbidden or required, Plaintiff's claims are therefore barred
8 since Experian did not have fair notice that its alleged conduct violated the FCRA or
9 CFPA.

10 **THIRD AFFIRMATIVE DEFENSE**

11 (ESTOPPEL)

12 Plaintiff's claims are barred, in whole or in part, by the doctrine of equitable
13 estoppel because Plaintiff engaged in affirmative misconduct that caused substantial
14 injustice—including at least in connection with its investigation of Experian and
15 selective enforcement of the FCRA and CFPA after a decade of supervision—and
16 also knowingly induced Experian to maintain policies, procedures, systems, and
17 practices related to processing consumer disputes that Plaintiff now alleges violate
18 FCRA and CFPA.

19 As alleged in the Second Affirmative Defense, Plaintiff consistently
20 supervised Experian for more than a decade regarding its compliance with the FCRA,
21 including Experian's reinvestigation and reinsertion policies, procedures, systems,
22 and practices for processing consumer disputes. But Plaintiff did not oppose the
23 practices it now alleges violated the FCRA and CFPA. Plaintiff is therefore estopped
24 from bringing claims under the FCRA and CFPA for conduct that it previously did
25 not contend amounted to violations of those statutes.

26 Plaintiff should be particularly estopped from bringing the Discrete Violations
27 (Counts V, VI, and VII). These claims allege that Experian violated certain deadlines
28 under the FCRA for reinvestigating consumer disputes. The vast majority of the

1 alleged violations occurred during the COVID-19 pandemic.

2 Recognizing the operational difficulties presented during the peak pandemic
3 months, Plaintiff issued a policy statement on April 1, 2020, affirmatively
4 representing that it would not “cite in an examination or bring an enforcement action
5 against a consumer reporting agency or furnisher making good faith efforts to
6 investigate disputes as quickly as possible.”⁴ Plaintiff reaffirmed its commitment in
7 November 2020, making clear that “during the extraordinary times in which we find
8 ourselves, Plaintiff does not intend to cite in an examination or bring an enforcement
9 action against firms who exceed the deadlines to reinvestigate [] disputes . . . as long
10 as efforts are made in good faith to do so as quickly as possible.”

11 Relying on Plaintiff’s representations, Experian acted diligently and in good
12 faith to meet all timing requirements under the FCRA during this time. Indeed,
13 Experian hired and trained new disputes agents, increased overtime hours, and
14 implemented new workforce management protocols to ensure timing requirements
15 were met. Notwithstanding Experian’s commitment, Plaintiff now brings claims
16 against Experian for failing to timely notify furnishers of disputes and timely
17 complete reinvestigations during the pandemic. This 180-degree change in position
18 is exactly the type of conduct the doctrine of estoppel was intended to protect against.

19 **FOURTH AFFIRMATIVE DEFENSE**

20 (WAIVER)

21 Plaintiff’s claims are barred, in whole or in part, by the doctrine of waiver. In
22 support of this affirmative defense, Experian incorporates and realleges the Second
23 and Third Affirmative Defenses. As alleged, Plaintiff consistently supervised
24 Experian for more than a decade regarding its compliance with the FCRA, including
25 Experian’s reinvestigation and reinsertion policies, procedures, systems, and
26 practices for processing consumer disputes. But Plaintiff did not oppose the practices

27 _____
28 ⁴ CFPB, Statement on Supervisory and Enforcement Practices Regarding the Fair Credit Reporting
Act and Regulation V in Light of the CARES Act, at 3 (Apr. 1, 2020).

1 it now alleges violated the FCRA and CFPA. Plaintiff waived its claims relating to
2 these practices.

3 Plaintiff also waived its claims relating to the Discrete Violations (Counts V,
4 VI, and VII). These claims allege that Experian violated certain deadlines under the
5 FCRA for reinvestigating consumer disputes. But the vast majority of the alleged
6 violations occurred during the COVID-19 pandemic, which Plaintiff affirmatively
7 represented that it would not “cite in an examination or bring an enforcement action
8 against a consumer reporting agency or furnisher making good faith efforts to
9 investigate disputes as quickly as possible.”⁵ Plaintiff reaffirmed its commitment in
10 November 2020, making clear that “during the extraordinary times in which we find
11 ourselves, Plaintiff does not intend to cite in an examination or bring an enforcement
12 action against firms who exceed the deadlines to reinvestigate [] disputes . . . as long
13 as efforts are made in good faith to do so as quickly as possible.” Notwithstanding
14 its commitment, Plaintiff now brings claims against Experian for failing to timely
15 notify furnishers of disputes and timely complete reinvestigations during the
16 pandemic. But through its affirmative representations, Plaintiff waived any such
17 claims.

18 **FIFTH AFFIRMATIVE DEFENSE**

19 (LACHES)

20 Plaintiff’s claims are barred, in whole or in part, by the doctrine of laches
21 because Plaintiff engaged in affirmative misconduct—including at least in
22 connection with its decades-long supervision of Experian and selective enforcement
23 of the FCRA and CFPA after a decade of supervision—and inexcusably and
24 unreasonably delayed in filing and serving the Complaint against Experian, thereby
25 prejudicing Experian.

26
27
28 ⁵ CFPB, Statement on Supervisory and Enforcement Practices Regarding the Fair Credit Reporting
Act and Regulation V in Light of the CARES Act, at 3 (Apr. 1, 2020).

SIXTH AFFIRMATIVE DEFENSE

(MOOTNESS)

Plaintiff's claims are barred, in whole or in part, to the extent that the claim or relief sought is moot. The Second Amended Complaint asserts that Experian's policies, procedures, systems, and practices related to processing consumer disputes violated the FCRA and CFPA. However, as the Bureau has acknowledged, there are various challenged policies, procedures, systems, and practices that are no longer in effect or have been revised. Accordingly, even if Experian's previous policies, procedures, systems, and practices are deemed unlawful, there would be no basis to expect that unlawful conduct will occur in the future and therefore no basis for Plaintiff to seek injunctive relief.

PRAYER FOR RELIEF

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

(1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;

(2) For costs of suit and attorneys' fees herein incurred; and

(3) For such other and further relief as the Court may deem just and proper.

Dated: November 24, 2025

JONES DAY

By: /s/ Richard J. Grabowski

Richard J. Grabowski

Attorneys for Defendant
EXPERIAN INFORMATION
SOLUTIONS, INC.